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**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

OhmConnect, Inc.

Complainant,

v.

Southern California Edison Company (U 338-E),

Defendant.

**COMPLAINT OF OHMCONNECT, INC. AGAINST
SOUTHERN CALIFORNIA EDISON COMPANY FOR
DATA FAILURES**

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Dated: March 8, 2019

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Pursuant to Article 4 of the Commission's Rules of Practice and Procedure, OhmConnect, Inc. (OhmConnect) hereby submits this Complaint against Southern California Edison Company (SCE).

I. INTRODUCTION

OhmConnect is a third-party Demand Response Provider (DRP) founded in 2013 and headquartered in San Francisco, California. The company provides Demand Response (DR) services to SCE and the broader electric grid through arrangements with thousands of residential and small commercial retail electric customers in California pursuant to SCE's Electric Rule 24.¹ Specifically, OhmConnect's free software service notifies households and businesses of impending DR events and pays them for their measured energy reductions, without requiring purchase or installation of additional hardware. OhmConnect is registered to participate as a

¹ PG&E has a similar Rule 24, and SDG&E's comparable rule is Rule 32.

DRP in the wholesale electricity market operated by the California Independent System Operator Corporation (CAISO).

OhmConnect has contracted with SCE to provide Resource Adequacy (RA) capacity annually since 2016 through the Demand Response Auction Mechanism (DRAM), a pilot procurement mechanism for third-party Demand Response. OhmConnect has contracted to supply SCE up to 5.55 MW in 2016, 14.15 MW in 2017, 52.36 MW in 2018, and up to 86.86 MW in 2019.

OhmConnect presently has enrolled in its program and uploaded to the CAISO Demand Response Registration System (DRRS) approximately 40,000 customers within SCE's service territory (*i.e.*, "Locations", in the terminology of DRRS). A customer in DRRS is qualified to have its energy reductions bid into the CAISO's markets by its DRP (provided the customer is not concurrently enrolled in a conflicting DR program or rate), and OhmConnect can use the aggregated load reductions of its enrolled customers to provide the contracted RA capacity. Of note, OhmConnect also has over 72,000 Pacific Gas and Electric (PG&E) customers and over 22,000 San Diego Gas & Electric (SDG&E) customers enrolled in DRRS, with the same product offered to customers of all three Investor-Owned Utilities (IOUs).

SCE (and any IOU in California) is the necessary bridge between the DRP and the CAISO. The relationship between SCE and the DRP as it relates to customer participation in the CAISO wholesale market is primarily governed by SCE's Rule 24: Direct Participation Demand Response. Specifically, Rule 24 "establishes the terms and conditions that apply to those entities...who wish to take part in Direct Participation Demand Response Service."² Among other provisions, Rule 24 prescribes the rules for providing authorized DRPs access to customer data.

This customer data is necessary for the DRP to enable direct participation integration into the

² Rule 24, § A.

CAISO wholesale market, facilitate essential DRP business practices, and provide a successful customer experience.³ SCE, in its capacity as the Meter Data Management Agent (MDMA) and pursuant to Rule 24 and SCE's Rule 26: Release of Customer Data or Energy Usage Related Data to Third Parties, collects and stores customer data and facilitates the data transfer to the authorized DRP. In addition, SCE is charged with verifying the authentication and authorization by the customer for a given DRP; to date this is done through the Customer Information Service Request - Demand Response Provider (CISR-DRP) form in either paper format or, since April 2018, the authorized electronic "click-through" process.

SCE has demonstrated a pattern of misconduct and an unwillingness to devote the technical resources necessary to properly manage these responsibilities. SCE routinely has not resolved or addressed data issues in a timely manner, and this delay is compounded by the fact that the data is frequently not available upon request. OhmConnect's experience with SCE suggests that SCE does not have the technical infrastructure to expediently support the resolution of missing data and that the root cause of missing data has varied from occurrence to occurrence, presenting challenges to both OhmConnect's and SCE's engineering teams. Failing to consistently provide data creates a fragmented, unpredictable, and inconsistent experience for both the DRP and its customers.

Furthermore, SCE's subpar approach towards implementing Rule 24 (especially as compared with its IOU counterparts) and ongoing course of conduct have undermined the efforts of third parties and the Commission to make the DRAM pilot a success. Specifically, SCE's failure to implement Rule 24 as required has materially interfered with the ability of OhmConnect, as a DRP, to provide RA capacity and to grow its customer base. For example, OhmConnect has about half as many enrolled customers in SCE's service territory as in PG&E's

³ Resolution E-4868, at p. 46.

service territory, although both service territories have approximately the same number of smart-metered customers. Similarly, despite the fact that SDG&E serves only about 30% as many customers as SCE, the customers OhmConnect has enrolled in SDG&E's territory total about 50% of the number of enrolled customers in SCE's territory.

SCE's approach has also complicated OhmConnect's relations with its customers and has required commitment of a disproportionate level of resources. In terms of total marketing budget, OhmConnect has spent nearly 30% more in marketing costs in SCE's territory than in PG&E's territory. This disproportionality exists even though OhmConnect's average payout to each active user is similar for users in all three IOU territories. Despite all these efforts, user growth has lagged in SCE's territory compared to the rest of California, which OhmConnect attributes in part to the facts alleged in this Complaint.

OhmConnect has a history of data problems with SCE dating back to early 2017. OhmConnect began surfacing these issues (*e.g.*, missing interval data) to SCE formally in June 2017, generally via email and phone conversations. Due to the significant time required to perform the relevant data analysis, this Complaint is limited to certain events occurring between March 2018 and September 2018, but OhmConnect believes that these problems remain uncorrected and persist to this day.

As an IOU, a Utility Distribution Company (UDC), and a MDMA, SCE is required to allow third-party market-integrated Demand Response from DRPs. Its IOU counterparts, PG&E and SDG&E, have demonstrated a willingness and ability to facilitate this role as MDMA. SCE has not. If the Commission finds that a utility's practices or service is "unjust, unreasonable, unsafe, improper, inadequate, or insufficient,"⁴ it may order the utility to reform its practices and improve its service. Furthermore, SCE's actions described herein violate

⁴ Public Utilities Code, § 761.

Rule 24, Rule 26, and Resolution E-4868. In this Complaint, OhmConnect seeks a Commission order requiring SCE to immediately improve its service related to its Rule 24 and Rule 26 obligations. In addition, OhmConnect asks the Commission to compel SCE to take the following actions:

1. Immediately improve data access as required by Rule 24 and Rule 26.
2. Provide a notice to all SCE customers acknowledging and taking responsibility for data issues related to this Complaint.
3. Develop a Service Level Agreement that can be executed with all entities using SCE's Rule 24.
4. Conduct an audit of all Rule 24 and related expenditures, and freeze all current Rule 24 funding until the audit is completed. If the audit results show systemic issues with SCE's data systems, OhmConnect requests that the Commission review alternative solutions to data provision given that the results of the audit indicate that SCE is unable to meet basic data delivery requirements. Access to and distribution of data is of paramount importance to the DRAM (and, more broadly, to the electricity grid), and if SCE is unable to deliver its required Rule 24 services, other solutions must be considered.

II. ALLEGATIONS

1. Complainant OhmConnect, Inc. is a third-party Demand Response Provider active in SCE's service territory. OhmConnect has provided DR service to SCE customers since 2014.

OhmConnect's business address and contact information is:

Matt Duesterberg
350 Townsend St., Suite 210
San Francisco, CA 94107
matt@ohmconnect.com
Tel.: 650.762.8659

All pleadings, correspondence, and other communications concerning this

Complaint should be directed to OhmConnect's Director of Energy Markets:

John Anderson
350 Townsend St., Suite 210
San Francisco, CA 94107
john@ohmconnect.com

2. Defendant Southern California Edison Company is a California IOU operating under the jurisdiction of this Commission. SCE's primary business is the generation, transmission, distribution, and retail sale of electricity.

3. SCE (along with PG&E and SDG&E) was ordered in Decision (D.) 14-12-024 to design, within a stakeholder process, the Demand Response Auction Mechanism pilot.⁵ The Commission concluded that "[i]t is reasonable to provide the DRAM pilot a reasonably-sized market for test purposes thus ensuring a level playing field."⁶ The Commission reiterated in D.16-06-029 that the goal of the DRAM was to test the procurement of third-party DR resources outside of the utility programs and to test whether these third-party resources could successfully integrate into the CAISO market.⁷

4. Rule 24, Rule 26, and Resolution E-4868 each provide governance regarding the provision of data between SCE and an authorized DRP, such as OhmConnect.

5. OhmConnect is informed and believes that Rule 24 was developed to facilitate the sharing of data between the MDMA and the DRP. The data sharing was necessary to integrate a customer Location into CAISO's systems and calculate resource-level load for settlement with the CAISO. SCE, pursuant to Rule 24, acts on behalf of its customers as the Load Serving Entity (LSE), DRP, UDC, MDMA, or Meter Service Provider (MSP). Included in this responsibility is the processing of customer authorizations for data sharing (via the CISR-DRP), and the ongoing

⁵ D.14-12-024, at p. 86 (Ordering Paragraph No. 6).

⁶ D.14-12-024, at p. 82 (Finding of Fact No. 14).

⁷ D.16-06-029, at p. 43. ("The purpose of the pilot is to investigate whether a competitive procurement mechanism for supply side resources outside of traditional utility programs is viable; the pilot also is designed to provide experience in the CAISO market.")

transfer of customer data to the authorized third party. A completed CISR-DRP form allows the authorized DRP (specified in the CISR-DRP form) access to the authorizing customer's customer, meter, and service data for up to all of the service accounts authorized on the CISR-DRP form. The CISR-DRP form may be completed either via the "paper" CISR-DRP or via the online "click-through" process, approved in Resolution E-4868.

6. SCE's Rule 26 supplies further governance of customer data release. In particular, Rule 26 addresses the "ongoing provisioning of interval usage, billing, meter, program participation and/or other personal electricity related data."⁸ Under Rule 26, SCE must provide interval usage data within one to five business days.⁹ OhmConnect is informed and believes that Rule 26 governs the delivery of a portion of the Rule 24 data (*e.g.*, interval data). Therefore, Rule 26 applies to the interval data authorized to be shared via the CISR-DRP process.

7. In Resolution E-4868, the Commission ordered, "PG&E, SCE, and SDG&E shall deliver a complete expanded data set within two business days after a customer completes the click-through authorization. In each case, the Utility will provide the Demand Response Provider an explanation and an estimated time of resolution for data that cannot be delivered within two business days. The Commission expects that in the overwhelming majority of cases, data will be delivered within two business days."¹⁰

8. During normal conditions, SCE provides authorized DRPs with both "initial" customer data and "ongoing" interval data. In addition, SCE provides DRPs with "updated" customer data if changes to the initial data occur. Specifically, SCE provides three different "packages" of customer data:

⁸ Rule 26, § A.1.

⁹ Rule 26, § B.1.

¹⁰ Resolution E-4868, p. 102 (Ordering Paragraph No. 19).

- a. The non-interval customer data (a.k.a. “RCUST” files) are sent on a monthly cycle linked to the customer’s authorization date. Furthermore, during normal conditions, SCE provides a subset of the RCUST data within 90 seconds of authorization and a full set of the RCUST data within two days of authorization.
- b. Interval data that has not fully been “cleaned” into Revenue Quality Meter Data (RQMD) is known as “RAW data” and is generally sent on a daily basis. During normal conditions, SCE provides interval data (RAW) for each authorized customer two days after the consumption date. SCE also provides its customers the ability to download their RAW consumption data using the SCE online portal. OhmConnect is informed and believes that this consumption data is generally available within seventy-two (72) hours of the day in question (e.g., January 1st data is available by January 4th).
- c. The RQMD is sent on a monthly cycle coincident with the customer’s billing cycle (a.k.a. “REVQ” files), and represents the “final” and “cleaned” version of the data that is preferred to be used for settlement with CAISO.

9. Rule 24 states that SCE, as the MDMA, “shall be responsible and liable to send timely and accurate individual customer RQMD to the DRP, or its designated agent, who shall convert this data to Settlement Quality Meter Data (SQMD) and send it to its Scheduling Coordinator (SC)”¹¹ and “RQMD data [e.g. interval data] will be available on a monthly basis.”¹²

10. Rule 26 requires that “SCE shall make interval usage data available to eligible customer authorized third parties within one to five days.”¹³

11. Data delays of longer than 48 business days could subject a DRP to financial liabilities; the CAISO Tariff states that “Scheduling Coordinators representing Scheduling

¹¹ Rule 24, § C.2.h.

¹² Rule 24, § D.1.c.

¹³ Rule 26, § B.1.

Coordinator Metered Entities shall provide complete and accurate Settlement Quality Meter Data for each Trading Hour and shall correct any errors in such data no later than forty-eight (48) Business Days after the Trading Day (T+48B)”¹⁴ and that “failure by a Scheduling Coordinator, under a specific SCID, to submit Actual Settlement Quality Meter Data or to replace Estimated Settlement Quality Meter Data with Actual Settlement Quality Meter Data by forty-eight (48) Business Days after the Trading Day (T+48B) for one or more scheduled Resource IDs for a given Trading Day is late Actual Settlement Quality Meter Data and constitutes a Rule of Conduct violation. The Sanction is \$1,000.”¹⁵

12. During normal conditions, SCE provides DRPs with data only for the customers that have authorized that DRP. DRPs are unable to retrieve files containing data for customers that have never authorized the DRP, or for customers whose authorization has expired.

13. SCE has incorrectly provided OhmConnect RAW, REVQ, and RCUST data for customers who did not authorize OhmConnect to receive their data.¹⁶

14. Rule 24 states that “[i]n response to a completed, CISR-DRP, SCE shall provide the required information to the (applicable) Non-Utility DRP to facilitate a customer’s enrollment in a DRP DR Service(s) in a timely fashion.”¹⁷

15. Ordering Paragraph 17 of Resolution E-4868 states that “SCE shall provide a summarized data set as described in its Advice Letter [3541-E] synchronously, within ninety seconds on average, in order to determine a customer’s eligibility.”¹⁸

¹⁴ CAISO Tariff, § 37.5.2.1

¹⁵ CAISO Tariff, § 37.11.1.

¹⁶ On June 26, 2018, OhmConnect informed SCE via email that OhmConnect’s engineering team determined that data carrying a different Third-Party DRP code than the one assigned to OhmConnect had been provided to OhmConnect via the standard file transfer method. OhmConnect also requested SCE to determine whether data intended for OhmConnect had been transferred in error to a different DRP. SCE replied on the same day stating that it would “look into this and get back to [OhmConnect].” SCE did not contact OhmConnect further about this issue.

¹⁷ Rule 24, § C.1.d.

16. Rule 24 states that “SCE shall provide the Non-Utility DRPs (or their designated agents) with reasonable and timely access to meter data as required to allow the proper performance of billing, settlement, scheduling, forecasting and other functions.”¹⁹

17. Rule 24 states that SCE will provide non-discriminatory access to SCE services, including access to meter data.²⁰

18. OhmConnect’s customer growth rate for customers of SCE is smaller than the growth rates for customers of PG&E and SDG&E.

- a. Since September 1, 2017, OhmConnect’s customer growth rate in SCE’s territory is 135%. OhmConnect’s customer growth rate is 315% in PG&E’s territory and 220% in SDG&E’s territory during the same time.
- b. SCE customers receive similar average payouts as compared to PG&E customers and SDG&E customers. However, as shown in Table 1, below, SCE customers have a lower success rate for completing the authentication and authorization steps necessary for OhmConnect to access customers’ data compared to customers of PG&E and SDG&E.

Utility	PRC AUTH	PRC CONN
PG&E	53%	46%
SCE	42%	36%
SDG&E	49%	43%

Table 1: Conversion rates to completing the authorization process (PRC AUTH) and connecting to the DRRS system (PRC CONN) for users signing up in each IOU territory since May 2018.

19. OhmConnect is informed and believes that, of the total number of customer complaints received by either SCE or OhmConnect related to data issues, OhmConnect has

¹⁸ Resolution E-4868, p. 102 (Ordering Paragraph No. 17).

¹⁹ Rule 24, § F.2.b.

²⁰ Rule 24, § C.1.a.

received 90% of these complaints. A portion of these complaints indicate that SCE has informed the impacted customers that OhmConnect is responsible for the various data issues. Therefore, OhmConnect is informed and believes that SCE is incorrectly blaming OhmConnect for data issues that are SCE's responsibility.

20. OhmConnect receives a higher proportion of customer complaints about data delay related to SCE than to either PG&E or SDG&E. Overall, 37% of customer inquiries from SCE customers are complaints about data delays, while only 18% of customer inquiries from PGE and SDG&E customers are complaints about data delays. These complaints generally correlate with dates when significant data delays occur.

Utility	2016	2017	2018
PG&E	14%	10%	26%
SCE	40%	32%	34%
SDG&E	16%	19%	11%

Table 2: Percentage of total customer inquiries, by IOU, that are related to data delays.

21. OhmConnect has dedicated over 150% more engineering time to SCE data integration issues than issues related to PG&E and SDG&E combined.

FIRST CAUSE OF ACTION
(Delay in Delivery of Interval Data Necessary for Settlement)

Complainant incorporates by reference the allegations of Paragraphs 1 through 21, above.

22. SCE has not reliably delivered interval data to OhmConnect within the timeframes specified in Rule 24.

- a. In the six-month period between March 2, 2018 and September 14, 2018, SCE failed to send interval data within 32 days *at least once* for 17% of OhmConnect authorized users. The missing interval data includes 70,690

expected days of data. Each of the 70,690 missing authorization-date pairs represents an instance in which SCE failed to send interval data for an authorization (*i.e.*, customer) for a date. Every single day during this timeframe, there were OhmConnect-authorized customers who experienced data delays.

- b. In the six-month period between March 2, 2018 and August 15, 2018, SCE failed to send interval data within 70 days *at least once* for 1.1% of OhmConnect authorized users. The total number of instances in this timeframe for which SCE did not provide corresponding interval data within 70 days is 34,707 authorization-date pairs, each of which represents an instance in which SCE failed to send interval data for an authorization (*i.e.*, customer) for a date. OhmConnect-authorized customers experienced data delays for 81% of days during this time.

23. Data delays of longer than one month (*i.e.*, greater than 31 days) are in violation of Rule 24 and Rule 26.

24. Data delays of longer than 48 business days put the DRP at risk of violating the CAISO Tariff and incurring a penalty. SCE's failure to send RQMD to OhmConnect within 70 days (approximately equivalent to 48 business days) is a violation of Rule 24 and Rule 26, and could jeopardize OhmConnect's standing with the CAISO, which may subject OhmConnect to financial sanctions.

25. As a direct result of SCE's violations of Rule 24 and Rule 26, OhmConnect has been damaged. OhmConnect has been unable to use all of its customers' load reductions to bid into the CAISO's markets or to provide RA capacity. SCE's violations have also placed OhmConnect at risk of violating the provisions of the CAISO Tariff. OhmConnect is entitled to relief as requested below.

SECOND CAUSE OF ACTION
(Delay in Delivery of Non-Interval Customer Data; Violation of Resolution E-4868)

Complainant incorporates by reference the allegations of Paragraphs 1 through 21, above.

26. SCE has not reliably delivered non-interval customer data within a reasonable timeframe after the customer has authorized OhmConnect to receive data.

27. Since May 1, 2018, SCE has taken more than 10 days to send RCUST data for 50% of SCE customer authorizations (*i.e.*, CISR-DRP completions) to OhmConnect. Delays to the delivery of customer data prevent OhmConnect from enrolling the affected customers into CAISO's DRRS. OhmConnect depends on its enrolled customers to provide demand reductions, and withholding customers from a resource due to missing customer data prevents OhmConnect from growing its CAISO resources and might prevent OhmConnect from meeting contractual obligations with its DRAM resources.

28. SCE's provision of the majority of customer data 48 hours past the completion of the CISR-DRP is not a timely delivery of data, and is a violation of Resolution E-4868.

29. As a direct result of SCE's violations of Resolution E-4868, OhmConnect has been damaged and is entitled to relief as requested below.

THIRD CAUSE OF ACTION
(Delay in Delivery of Non-Interval Customer Data; Violation of Rule 24)

Complainant incorporates by reference the allegations of Paragraphs 1 through 21 and 26, above.

30. Since May 1, 2018, SCE has taken more than 10 days to send RCUST data for 50% of SCE customer authorizations (*i.e.*, CISR-DRP completions) to OhmConnect. Delays to the delivery of customer data prevent OhmConnect from enrolling the affected customers into

CAISO's DRRS. Specifically, OhmConnect cannot register these customers in a resource, and cannot use them to provide energy reductions.

31. SCE's provision of the majority of customer data at least ten days past the completion of the CISR-DRP is not a timely delivery of data, and is a violation of Rule 24.

32. As a direct result of SCE's violations of Rule 24, OhmConnect has been damaged and is entitled to relief as requested below.

FOURTH CAUSE OF ACTION (Delay in Delivery of Initial Interval Data)

Complainant incorporates by reference the allegations of Paragraphs 1 through 21, above.

33. In the six-month period between March 1, 2018 and September 16, 2018, SCE failed to send interval data within 5 days *at least once* for nearly all (94%) of OhmConnect authorized users. Missing interval data within 5 days represented 620,103 authorized dates or 9.1% of all data points expected. Each of the 620,103 missing authorization-date pairs represents an instance in which SCE failed to send interval data for an authorization (*i.e.*, a customer) for a date.

34. SCE's inability to reliably provide RAW interval data for customers who have authorized OhmConnect access to their data has created a poor customer experience and has negatively impacted OhmConnect's business in SCE's Service Territory.

- a. OhmConnect has received at least 5,966 user complaints directly related to the missing SCE interval data, where the basis of these complaints is outside the control of OhmConnect.
- b. OhmConnect has incurred hundreds of thousands of dollars in payroll and marketing costs to address this missing data.

- c. OhmConnect has had complications accurately forecasting load data for subsequent days due to the missing data.

35. SCE's failure to timely communicate the data it received has negatively impacted OhmConnect's customer growth rate, increased the number of customer complaints against OhmConnect, and required OhmConnect to commit additional engineering time to resolve these issues.

36. Failing to provide timely interval data violates Rule 24 and Rule 26, the latter of which requires that "SCE shall make interval usage data available to eligible customer-authorized third parties within one to five days."²¹

37. Failing to provide timely interval data to DRPs when it is available to SCE's customers (*e.g.*, at SCE.com) is a violation of Rule 24's non-discrimination provisions.

38. As a direct result of SCE's violations of Rule 24 and Rule 26 and its delay in providing initial interval data, OhmConnect has been damaged and is entitled to relief as requested below.

FIFTH CAUSE OF ACTION
(Unjust, Unreasonable, Improper, Inadequate, or Insufficient Practices)

Complainant incorporates by reference the allegations of Paragraphs 1 through 21, above.

39. SCE has routinely demonstrated that it is unable to provide timely and accurate data to OhmConnect for OhmConnect's customer authorizations and has summarily acted unreliably as the MDMA for its customers.

40. OhmConnect has observed and reported to SCE many examples of related service issues, including several instances of missing Rule 24 data, several instances when OhmConnect

²¹ Rule 26, § B.1.

was unable to retrieve files from SCE, at least one instance of SCE incorrectly providing data for non-authorized customers, and several instances where SCE changed the biweekly Service Account report file format without notification, rendering it impossible for OhmConnect's computer to read.²²

41. SCE's failure to communicate the data it received has negatively impacted OhmConnect's customer growth rate, increased the number of customer complaints against OhmConnect, and required OhmConnect to commit additional engineering time to resolve these issues.

42. SCE, through its repeated failures to reliably deliver data, is engaging in practices that are "unjust, unreasonable, unsafe, improper, inadequate, or insufficient," in violation of Public Utilities Code section 761.

43. As a direct result of SCE's violation of Public Utilities Code section 761, OhmConnect has been damaged and is entitled to relief as requested below.

III. COMPLIANCE WITH RULE 4.2

A. Categorization

OhmConnect submits that this proceeding should be categorized as adjudicatory.

B. Need for Hearing:

OhmConnect believes that an evidentiary hearing may be required insofar as SCE disputes the allegations or is unwilling to provide the relief requested.

C. Issues to be Considered:

- To what extent did SCE fail to provide data to OhmConnect?

²² In late 2017, SCE began to provide these Service Account reports as a proxy for providing information on revoked authorizations. SCE also informed OhmConnect that OhmConnect should expect the status of all CISR-DRP authorizations on an ongoing basis. The Service Account reports are sent on a biweekly basis.

- Is SCE in violation of Rule 24?
- Is SCE in violation of Rule 26?
- Is SCE in violation of Resolution E-4868?
- Is SCE in violation of Public Utilities Code section 761?
- Should SCE be ordered to remedy the issues causing such failure to provide data?
- Should SCE be ordered to take additional action to ensure that such future data issues are minimized?

D. Proposed Schedule:

1. Answer to Complaint: 30 days after service of Complaint
2. Prehearing Conference: 20 days after Answer
3. OhmConnect Opening Testimony: 60 days after Prehearing Conference
4. SCE Reply Testimony: 20 days after Opening Testimony
5. OhmConnect Rebuttal Testimony: 20 days after SCE Reply Testimony
6. Evidentiary Hearing (if needed): 10 days after OhmConnect Rebuttal Testimony
7. Opening Briefs: 30 days after close of evidentiary hearing
8. Reply Briefs: 20 days after Opening Briefs
9. Presiding Officer's Decision: 60 days after submission

IV. PRAYER

OhmConnect prays for relief as follows:

1. For an order directing SCE to immediately begin to provide data within the timeframes provided by Rule 24, Rule 26, and Resolution E-4868, to resolve all outstanding data issues, and to improve all related processes to ensure compliance with Rule 24, Rule 26, Resolution E-4868, and Public Utilities Code section 761.

2. For an order directing SCE to provide stakeholders with a Service Level Agreement (SLA) for data transmission between SCE as a MDMA and the DRPs it is servicing. The SLA will include, at a minimum, provisions regarding:

- a. Guaranteed (e.g., 99.9%) up-time of SCE's file delivery service;
- b. Guaranteed (e.g., 99.9%) percentage of files delivered within 2 days;

- c. Guaranteed (*e.g.*, 99.9%) availability of the customer authorization systems;
- d. Guaranteed (*e.g.*, 99.9%) accuracy of the data contained in the files;
- e. Guaranteed minimum response times and acknowledgment times of data delivery issues based upon severity level, where greater severity requires a faster response;
- f. Guaranteed minimum resolution times for data delivery issues based upon severity level;
- g. Additional provisions to ensure reliable, accurate, and consistent data transfer; and
- h. Regular, periodic review of the above.

The SLA should also include financial penalties in the event that SCE fails to meet the requirements of the SLA. The purpose of the SLA will be to provide legal protection to OhmConnect and other third parties that rely on SCE to provide data necessary for CAISO settlement. OhmConnect suggests that the SLA should be considered, designed, and implemented in time for any future DRAM solicitations.

3. For an order directing SCE to conduct an audit of SCE's Rule 24 expenditures and expenditures related to Rule 24 operations, and an order freezing the collection of all current SCE Rule 24 funding in rates until an audit is completed. The audit should examine the extent to which SCE's existing system has poor reliability and where all related funds have been allocated. This audit should determine whether SCE has prudently used these funds, and whether further direction is needed to improve its processes to meet Commission expectation.

4. For an order directing SCE to provide a notice to all SCE customers acknowledging and taking responsibility for data issues related to this Complaint. This notice

will credibly assert SCE's fault to customers of OhmConnect and other third parties who wish to indicate to their customers that the data delays are not due to the third party.

5. For such other and further relief as the Commission deems just and proper.

Respectfully submitted this 8th day of March, 2019, at San Francisco, California.

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By /s/ Brian T. Cragg

Brian T. Cragg

Attorneys for OhmConnect, Inc.

VERIFICATION

I, Matt Duesterberg, am an officer of complainant OhmConnect, Inc., and am authorized to verify this Complaint on its behalf. I have read the attached Complaint and am familiar with its contents. The matters stated in the Complaint are true and correct to the best of my knowledge or information and belief.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 8th day of March, 2019, at San Francisco, California.



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